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Schedules

General Terms and Conditions for SORACOM Arc Service

ARTICLE 1.
GENERAL PROVISIONS

1.1   Application of General Terms and Conditions

These general terms and conditions as well as the specific regulations (collectively, the "**General Terms**") govern the use of SORACOM Arc Service by customers in EU nations and the United Kingdom. SORACOM CORPORATION, LTD, having its registered office at 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH, registered under company number 12311887, will provide the SORACOM Arc Service to you according to the SORACOM Arc Service agreement concluded under the General Terms (such agreement, the "Agreement"). SORACOM CORPORATION, LTD. will hereinafter be referred to as "**SORACOM**."

1.2   Change of General Terms

(a)   SORACOM may change the General Terms from time to time. If SORACOM changes the General Terms, SORACOM will notify the Subscriber (defined below) of such change by announcing the change on the website of SORACOM or such other method as may be separately specified by SORACOM. SORACOM will send an e-mail to the Subscriber 30 days prior to any significant changes to the General Terms unless the change solely benefits the Subscriber. The Subscriber may terminate the Agreement with 14 days' notice during such 30 days' notice period. If the Subscriber uses the SORACOM Arc Service after such notice, the Subscriber shall be deemed to have consented to such change to the General Terms, SORACOM will apply the service fees and other service provision provided in such changed General Terms.

(b)   If the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), SORACOM may only increase its fees on the basis of Section 1.2 (a), if such increases are the result of increased costs for SORACOM in relation to providing the Arc Service, including any reasonable mark-up in relation hereto.

1.3   Definitions

The following terms when used in the General Terms shall have the meanings set forth below.

"**Electronic Communication Network**" shall mean the transmission line connecting the data transmission place and the data receiving place.

"**SIM**" shall mean Subscriber Identity Module. For the purpose of calculating the Service Fees, each physical media (whether chip, card or other form) counts as one SIM, even if multiple ICCIDs or profiles are managed by a single physical media.

"**Telecommunications Facility**" shall mean the machine, equipment, transmission path or other electrical facilities for telecommunication.

"**Telecommunication Service**" shall mean relaying other's communications with the use of Telecommunications Facilities, or providing Telecommunications Facilities to be used for others' communications

"**Virtual SIM/Subscriber**" or "**VSIM**" shall mean the virtual SIM developed by SORACOM so that the user can access the SORACOM Platform via any IP Network.

"**VPG**" shall mean the virtual gateway which is the connection point set up by SORACOM for connecting the Electronic Communication Network relating to the private network, etc. connecting service.

ARTICLE 2.
SERVICE

2.1   Service Content

SORACOM Arc Service is a service whereby the Subscriber can use all SORACOM Services via any communication line without the need to use the SORACOM Air Service. A detailed explanation of the SORACOM Arc Service, as well as full terms and conditions for its use, can be found on the SORACOM Website. Please review these prior to submitting an application. Furthermore, the Subscriber alone shall bear all responsibility for any issues caused by the Subscriber's communication line.

2.2   Service Area Restrictions

(a)   The parties of this Agreement acknowledge that there may be countries or locations within which SORACOM may be restricted from providing the SORACOM Arc Service due to applicable laws, regulations, decisions, rules or orders ("Restrictions"). During the Term, SORACOM will use reasonable efforts to monitor whether there are any such Restrictions. SORACOM may in its sole discretion and at any time, suspend, discontinue, limit, or modify the SORACOM Arc Service or impose additional requirements on the provision of the SORACOM Arc Service, as may be reasonably required to comply with any such Restrictions.

(b)   In no event will SORACOM be required to provide the SORACOM Arc Service in countries or locations, or in a manner that would be in violation of the Restrictions and its failure to provide the SORACOM Arc Service due to the Restrictions will not be deemed to be a breach of its obligations under this Agreement.

(c)   In the event that any Restriction, or any change in applicable law, regulation, decision, rule or order materially or adversely affects the delivery of the SORACOM Arc Service (including the economic viability thereof), SORACOM will notify Subscribers in writing and the parties will negotiate in good faith regarding changes to this Agreement. If the parties cannot reach agreement within 30 days after notification from SORACOM requesting renegotiation, SORACOM may terminate the Agreement upon 30 days' written notice to the Subscriber.

ARTICLE 3.
EXECUTION OF AGREEMENT

3.1   Method of Application

Applicants for the SORACOM Arc Service (each such applicant, an "**Applicant**") shall apply for the SORACOM Arc Service via the on-line sign-up in accordance with the procedure specified by SORACOM after the Applicant agrees to the General Terms (such application, the "**Application**").

3.2   Acceptance of Application

(a)   SORACOM may request the Applicant to submit information necessary for SORACOM to determine whether the Applicant may have failed to make any payment that the

Applicant is responsible to pay in relation to the SORACOM Arc Service. In such case, the Applicant shall promptly submit such information in writing.

(b)   SORACOM will consent to the Application, except if SORACOM determines that:

(i)   there is an undue risk that the Applicant may breach the General Terms;

(ii)   provision of the SORACOM Arc Service to the Applicant carries an undue risk of damage to the confidence or profit of SORACOM or other Subscriber (defined in Section 3.3);

(iii)   provision of the SORACOM Arc Service to the Applicant carries an undue risk of harm to the intellectual property rights, property rights and other rights of SORACOM or a third party;

(iv)   the Applicant damages the relationship of mutual trust between the Applicant and SORACOM, or the Applicant or representative thereof is an Anti-Social Force (defined in Section 19.3) ;

(v)   the Applicant falls under any of the items of Section 5.1(c) below;

(vi)   SORACOM has terminated the agreement between SORACOM and the Applicant;

(vii)   the Applicant provides any false information to SORACOM;

(viii)   the Applicant designates an unavailable credit card as the method of payment; or

(ix)   the Applicant does not intend to use the SORACOM Arc Service appropriately.

(c)   Notwithstanding Section 3.2(b), if SORACOM has no capacity in the communication network, SORACOM may postpone or refuse the Application.

3.3   Effectuation of Agreement

The Agreement shall become effective between the Applicant and SORACOM as of the date that SORACOM consents to the Application in accordance with Section 3.2 (the "**Effective Date**", and after Effective Date the Applicant shall be referred to as the "**Subscriber**").

3.4   Subscriber ID

(a)   SORACOM will provide the Subscriber with a Subscriber identification number (the "**Subscriber ID**"), provided, that, the provision of such Subscriber ID does not guarantee that the Subscriber will have continuous use of the SORACOM Arc Service.

(b)   If there are unavoidable reasons (including but not limited to technical reasons) which impact on the conduct of SORACOM's business in such a way that change of the Subscriber ID is required, SORACOM may change the Subscriber ID.

3.5   Account

(a)   The Subscriber shall make an account that has an effective e-mail address to use the SORACOM Arc Service (the "**SORACOM Account**"). The Subscriber may make only one SORACOM account per e-mail address, unless otherwise expressly provided in the General Terms.

(b)   SORACOM will provide the Subscriber with a Log-in ID (the "**Log-in ID**") and a Log-in password (the "**Log-in Password**") to log into the system to use the SORACOM Account provided by SORACOM.

(c)   The Subscriber shall manage and protect the Log-in ID and Log-in Password at the Subscriber's own responsibility, and shall not lend, transfer, or license the Log-in ID and Log-in Password to any third party and shall not use the Log-in ID and Log-in Password for the profit of any third party. The Subscriber shall notify SORACOM immediately in the following cases:

(i)   The Subscriber discovers or learns of unauthorized use of the SORACOM Account by a third party or the risk of such unauthorized use; or

(ii)   The Subscriber loses information regarding the SORACOM Account (including but not limited to the Log-in ID or Log-in Password), or such information is stolen by any third party.

(d)   The Subscriber is responsible for any event arising from the use of the Subscriber's own SORACOM Account, whether unauthorized use or misuse by the Subscriber, Subscriber's officer, Subscriber's employee, Subscriber's household or third party, and SORACOM shall not bear any responsibility in relation to such matters. If SORACOM suffers any damage arising from such use of the SORACOM Account, the Subscriber shall compensate SORACOM for such damage.

3.6   Right of Cancellation

(a)   If the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), the Subscriber may cancel an order for 14 days following receipt of order confirmation from SORACOM. The right of cancellation is invoked by sending an e-mail with "Cancellation" stated in the subject line to SORACOM within the period of 14 days. If the Subscriber intends to make use of the right of cancellation under this section, the Subscriber is also free to use the template in Schedule 2.

(b)   Notwithstanding section 3.6 (a), the Subscriber is obligated to pay the fees, including – but not limited to – user fees and subscription fees, for the days the subscription has been operating and active, if the Subscriber has requested and is granted access to the SORACOM Arc Service or other services of SORACOM during the 14 days period under section 3.6 (a) above.

ARTICLE 4.
CHANGE OF SUBSCRIBER'S NAME

4.1   Notification of Change of Subscriber's Name

(a)   If the Subscriber changes its name, domicile or residence (for a corporation, its name, location of its principal office, or name of its representative), e-mail address, the billing address, or credit card and any information submitted to SORACOM, or the Subscriber plans to change such information, the Subscriber shall promptly notify SORACOM of the change.

(b)   If the Subscriber notifies SORACOM of a change pursuant to Section 4.1(a), SORACOM may require the Subscriber to submit documents evidencing the change.

(c)   If the Subscriber does not notify SORACOM of any changes required under Section 4.1(a), and SORACOM sends a notice to the domicile or residence (for a corporation, location of its principal office) or e-mail address submitted by the Subscriber, such notice shall be deemed delivered to the Subscriber.

4.2   Assignment or Transfer of Agreement

(a)   The Subscriber shall not assign, transfer, sublicense or provide as collateral, or otherwise dispose of the right to receive the SORACOM Arc Service or the SORACOM System (defined in Section 11.1) under the Agreement without prior written consent of SORACOM. However, only in the case that SORACOM Arc Service channel is in "Ready" status in the SORACOM System, the Subscriber may assign the right to receive the SORACOM Arc Service using such channel to third party who holds a SORACOM Account by prescribed operation via the SORACOM Console (defined below). In this case, such third party shall succeed to the status of the Subscriber under this Agreement (including the obligations of the Subscriber) and the Subscriber shall be jointly and severally liable for the obligations of such third party under the Agreement with such third party.

(b)   Notwithstanding Section 4.2(a), if the Subscriber dies, if the successor-at-law of such Subscriber (if plural successor-at-law exist, the successor-at-law who notifies SORACOM first) notifies SORACOM pursuant to the procedure specified by SORACOM separately, such successor-at-law may succeed to the right to receive the SORACOM Arc Service (limited as specified by SORACOM separately) pursuant to this Agreement. In this case, such successor-at-law shall succeed to the status of the deceased Subscriber under this Agreement (including the obligations of the deceased Subscriber).

(c)   SORACOM may assign and transfer rights and obligations under this Agreement without Subscriber's consent (i) in connection with a merger, acquisition or sale of all or part of SORACOM's assets, or (ii) to any affiliate or as part of a corporate reorganization; and effective upon such assignment or transfer, the assignee/transferee is deemed substituted for SORACOM as a party to this Agreement and SORACOM is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

ARTICLE 5.
USE RESTRICTION

5.1   Use Restriction

(a)   If a natural disaster, incident or any other emergency situation occurs or is likely to occur, SORACOM may restrict the use of the SORACOM Arc Service by the Subscriber in order to give priority to communications whose content are necessary for the prevention of or relief from calamities, for the securing of transportation, communications or electric power supply, the maintenance of public order or any other public interest.

(b)   SORACOM may suspend or limit the use of the SORACOM Arc Service by the Subscriber, if:

(i)   the Subscriber delays in performing or fails to perform any payment obligation or any other obligation under the Agreement;

(ii)   the Subscriber gives a false information to SORACOM;

(iii)   SORACOM deems that the Subscriber violates Section 12.1 below;

(iv)   the Subscriber falls under any of the items of Section 3.2; or

(v)   the credit card account designated by the Subscriber is invalid, unavailable or cannot be used or recognized.

5.2   Disconnection of Transmission

(a)   If any of the following events occur, SORACOM may disconnect the Session with respect to SORACOM Arc Service transmissions.

(i)   If SORACOM deems the Session (meaning the state of the Subscriber channel which can perform data transmissions, the same shall apply hereinafter) has been data communication enabled for more than 7 days;

(ii)   If SORACOM deems excess data communication (such as continuance of same Session for more than 24 uninterrupted hours) has been performed in the same Session;

(iii)   If SORACOM detects any errors in the terminal device connected to the Subscriber channel;

(iv)   If SORACOM deems there is a risk of disturbances in smooth provision of SORACOM Arc Service caused by the terminal device;

(v)   If SORACOM receives a suspension order from a supervisory authority; or

(vi)   SORACOM detects security or integrity related events or other similar vulnerabilities critical to the provision of the SORACOM Arc Service.

5.3   Suspension of Use of Service

Upon the Subscriber's request, SORACOM shall suspend (meaning preventing the Subscriber ID from being temporarily available without diverting such Subscriber ID to a third party) provision of the SORACOM Arc Service to such Subscriber, provided that the period of such suspension shall not be longer than one (1) year, and SORACOM shall not bear responsibility to secure, maintain or provide any information (including but not limited to the SORACOM Account of such Subscriber) after one (1) year from the starting day of such suspension.

5.4   Suspension of Service

(a)   SORACOM may suspend provision of the SORACOM Arc Service if:

(i)   there are unavoidable reasons requiring maintenance or construction of SORACOM's Telecommunications Facility or system;

(ii)   a cloud service provider suspends provision of cloud services to SORACOM; or

(iii)   SORACOM changes the Subscriber ID under Section 3.4(b).

(b)   If SORACOM suspends the provision of the SORACOM Arc Service according to Section 5.4(a), SORACOM will announce such suspension on SORACOM's website and the Subscriber is notified by e-mail in advance except in cases of urgent necessity.

5.5   Discontinuation of Service

If there are unavoidable reasons (including but not limited to technical reasons), SORACOM may discontinue provision of the SORACOM Arc Service in whole or part.

ARTICLE 6.
TERMINATION OF THIS AGREEMENT

6.1   Termination by Subscriber

(a) The Subscriber may terminate this Agreement at any point in time by giving notification to SORACOM through the "Submit a request"-function in the Subscriber's SORACOM user console, following termination of all the Subscriber's VSIMs and the accessorial services thereof (including, but not limited to the Additional Functions prescribed in ARTICLE 20) in the Subscriber's SORACOM user console. Instructions for termination of VSIMs and the accessorial services are available on the FAQ site in the Subscriber's SORACOM user console. In this case, such termination shall take effect on the date specified by SORACOM beforehand or on the date designated by the Subscriber in such notification, whichever is later.

(b)   Notwithstanding the preceding paragraph, if the SORACOM Arc Service becomes unavailable in accordance with Section 5.1, 5.2, or 5.4, the Subscriber may terminate this Agreement by giving notification to SORACOM in accordance with the method described in Section 6.1 (a) above. on the date designated by the Subscriber in such notification.

(c)   SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of termination and charge any differential amount.

6.2   Termination by SORACOM

(a)   SORACOM may terminate the Agreement with a notice of a minimum of end of month plus 30 days.

(b)   Notwithstanding Section 6.2 (a), SORACOM may terminate the Agreement immediately in the following situations:

(i)   SORACOM has suspended or restricted use of the SORACOM Arc Service to the Subscriber under Section 5.1 (c) and the cause of such suspension or restriction has not been resolved by the Subscriber; or

(ii)   If the SORACOM Arc Service is discontinued according to Section 5.5 above.

(c)   SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of termination and charge any differential amount.

ARTICLE 7.
RESPONSIBILITY

7.1   Confidentiality

After the Application, SORACOM and the Subscriber (before execution of the Agreement, the Applicant, hereinafter the same shall apply in this Section) shall keep confidential the other party's technical, management and any other non-public information acquired from the other party, and shall not use such information except for provision or use of the SORACOM Arc Service; provided, however, that SORACOM and the Subscriber may disclose such other party's information to the extent necessary to comply with any law or direction, regulation or order of a court, supervisory authority or any other public institution authorized to regulate SORACOM or the Subscriber. Even if SORACOM and the Applicant do not enter into the Agreement, or the Agreement is ended by termination or any other reason, this Section shall survive.

7.2   Maintenance of Confidence

In using the SORACOM Arc Service, the Subscriber shall not act in any way to lose the confidence of SORACOM.

7.3   Notification of Necessary Information

(a)   If an event listed in Section 13.5 (ii) through (vi) occurs, the Subscriber shall promptly notify SORACOM of such fact in writing.

(b)   SORACOM may require the Subscriber to submit information necessary for SORACOM to determine whether the Subscriber may have failed to make any payment that the Subscriber is responsible to pay in relation to the SORACOM Arc Service. In this case, Section 3.2 shall apply *mutatis mutandis*.

(c)   SORACOM shall promptly notify the Subscriber if any of the following occurs.

   (i)   suspension or discontinuation of SORACOM's telecommunication business;

   (ii)   cancellation of registration or filing, etc. necessary for SORACOM's telecommunications business by supervisory authority;

   (iii)   restriction of the SORACOM Arc Service under ARTICLE V;

   (iv)   change, extension or removal of the Telecommunications Facility which may affect the condition of the SORACOM Arc Service; or

   (v)   dissolution of SORACOM.

ARTICLE 8.
PROVISION BY SUBSCRIBER

8.1   Precondition of Providing

If the Subscriber registers for the SORACOM Partner Space (meaning the program which SORACOM provide via the website of SORACOM as the SORACOM Partner Space), concludes any agreement specified by SORACOM and performs any other procedure specified by SORACOM, the Subscriber may provide telecommunication services based on the SORACOM Arc Service to third parties as the Subscriber's own service (such third party, the "**Subscriber's Customer**"). In such case, the Subscriber shall bear all responsibility in relation to such service provided by the Subscriber. The Subscriber is responsible for the Subscriber's Customer's compliance with the term and conditions of the Agreement and any breach of the Agreement by the Subscriber's Customer shall be deemed as a breach by the Subscriber thereof. The Subscriber shall

obtain and hold all necessary permits and authorizations to provide its telecommunication services and comply with all applicable laws and regulations.

8.2 Report of Number of Subscriber's Customer

Upon SORACOM's request, the Subscriber shall report to SORACOM the number of contracts that the Subscriber has concluded with Subscriber's Customers with respect to any telecommunication service based on the SORACOM Arc Service in accordance with the method specified by SORACOM.

8.3 Use of Trademark

In the case that the Subscriber provides a telecommunication service to a Subscriber's Customer pursuant to Section 8.1, if the Subscriber desires to use SORACOM's trademark, the Subscriber shall obtain SORACOM's consent in writing to do so before using SORACOM's trademark, and shall comply with any other conditions relating to the use of SORACOM's trademark specified by SORACOM separately.

8.4 Identity Verification

In the case that the Subscriber provides telecommunication services to any Subscriber's Customers pursuant to Section 8.1, the Subscriber is responsible for performing and shall perform personal identification of Subscriber's Customer. SORACOM shall not bear any responsibility in relation to dealing with such matters.

8.5 Explanation of Service Condition

(a) The Subscriber is responsible for explaining and shall explain to Subscriber's Customers all conditions, etc. with respect to such telecommunication service. SORACOM shall not bear any responsibility in relation to such explanation.

(b) In the case that the Subscriber provides telecommunication services to any Subscriber's Customers pursuant to Section 8.1, the Subscriber is responsible for dealing and shall deal with all inquiries about the communication charge or service contents, request of repair or recovery and any complaints from the Subscriber's Customer or any other third party. SORACOM shall not bear any responsibility in relation to dealing with such matters.

ARTICLE 9.
TERMINAL DEVICE

9.1 Terminal Device

The Subscriber shall use the terminal device in compliance with the technical standards established by the applicable laws and regulations equivalent to the Federal Communications Commission (FCC) rules or the CE Marking (CE Mark) for Radio Telecommunications Equipment, and supported by SORACOM Arc Service.

ARTICLE 10.
TELECOMMUNICATION

10.1 Measurement of Amount of Data

(a) With respect to the SORACOM Arc Service, SORACOM will charge the Subscriber for the amount of data transmitted between the Subscriber channel and SORACOM,

and measure the amount of such data by SORACOM's or SORACOM's designee's equipment. If the data (excluding any data separately specified by SORACOM, if any) does not reach the communication recipient (if the data is sent to a mutual connection point, such mutual connection point is deemed as the communication recipient) due to a fault in the communication channel or any grounds not attributable to the sender or recipient, such data shall be excluded from the amount of data measured for determining the amount to be charged. The Subscriber may check the amount of data used via the Subscriber's SORACOM user console (an administrative web application). The Subscriber may monitor the data overages by receiving e-mail notifications and/or downgrading the data speed when the given value is exceeded via the SORACOM user console, or control data use thresholds via the API (application programming interface) (https://developers.soracom.io/en/docs/air/event-handler/).

(b) With respect to the SORACOM Beam Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the Subscriber channel, and between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication channel or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

(c) With respect to the SORACOM Funnel Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication line or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

(d) With respect to the SORACOM Funk Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication line or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged

(e) With respect to the SORACOM Harvest Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment.

(f) With respect to the SORACOM Krypton Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication line or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

ARTICLE 11.
USE OF SORACOM SYSTEM

11.1   Providing SORACOM System

SORACOM shall provide the Subscriber with a console system or APIs (the "**SORACOM System**") for the SORACOM Arc Service through the SORACOM Web site (the "**SORACOM Site**").

11.2   Connecting to SORACOM Site

If the Subscriber connects to the SORACOM Site, the Subscriber shall connect at its own expense and responsibility. Even if the connection is interrupted by failure of the telecommunication network or wireless LAN, SORACOM shall not bear any responsibility for such failure or any damages arising from such failure.

11.3   Use Conditions for SORACOM System

(a)   The Subscriber shall use the SORACOM System only for use of the SORACOM Arc Service in the normal way and in compliance with laws and regulations, as well as by using the due care of a prudent manager.

(b)   SORACOM may change the information provided by the SORACOM Site (the "**SORACOM Information**") and any other contents of the SORACOM Site without prior notification to the Subscriber. If such change is material, as determined by SORACOM, SORACOM shall notify the Subscriber beforehand.

11.4   Quality and Service

(a)   The Subscriber's data speed concerns the capacity the Subscriber has with its communication line.

(b)   Further information about quality and service of the SORACOM Arc Service, including delivery times and repair and recovery times, can be retrieved by visiting the FAQ site of the Subscriber's SORACOM user console.

ARTICLE 12.
PROHIBITED ACTS

12.1   Prohibited Acts

In addition to any other provision of the General Terms, the Subscriber shall not:

(i)   use the terminal device in any way that is not in compliance with the technical standards established by the applicable laws and regulations equivalent to the Federal Communications Commission (FCC) rules or the CE Marking (CE Mark) for Radio Telecommunications Equipment;

(ii)   perform any act (including but not limited to prohibition of data transmission to another country or prohibition of permanent roaming) prohibited by the applicable laws and regulations in the countries where the Subscriber uses SORACOM Arc Services;

(iii)   subject the apparatus or system for the SORACOM Arc Service to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;

(iv)   use the SORACOM Arc Service for criminal offences such as – but not limited to – child prostitution, viewing or acquiring child pornography or any other purpose that SORACOM regards as inappropriate;

(v)   assign, transfer, sublet or provide as collateral, or otherwise dispose of all or part of SORACOM Information;

(vi)   reproduce all or part of SORACOM Information for the use of third party

(vii)   let a third party (excluding Subscriber's Customers) use SORACOM System and SORACOM Information;

(viii)   modify or tamper with SORACOM Information;

(ix)   use SORACOM Information for any product or service provided by a third party;

(x)   use SORACOM Information for any product or service that infringes on SORACOM's or any third party's intellectual property rights;

(xi)   file application of intellectual property rights based on the SORACOM Information;

(xii)   attack the storage server of SORACOM Information by using unauthorized access or a computer virus;

(xiii)   reverse engineer, decompile, reverse assemble or otherwise analyze the SORACOM System; or

(xiv)   let a third party perform any of the respective acts of the preceding paragraph (xiv).

(xv)   create multiple SORACOM Accounts in order to illicitly obtain multiple free trials, discounts, or other benefits.

ARTICLE 13.
SERVICE FEES

13.1   <u>Service Fees</u>

The service fees for use of the SORACOM Arc Service consists of the basic fee, data usage fee, additional function fee and any other procedure fees (the "Service Fees"). The rate and the method of calculation of the Service Fees shall be as provided in Schedule 1.

13.2   <u>Payment Obligation</u>

(a)   The Subscriber shall bear the obligation to pay the Service Fees to SORACOM from the day when SORACOM starts to provide the Subscriber with the telecommunication channel pursuant to this Agreement.

(b)   In the case that the Subscriber receives any additional service from SORACOM, the Subscriber shall bear the obligation to pay the fee to SORACOM pursuant to Schedule 1 from the day when SORACOM starts to provide the Subscriber with such additional service.

(c)   After SORACOM commences providing the Subscriber with the telecommunication channel pursuant to this Agreement, even if the Subscriber cannot use the SORACOM Arc Service, or does not use the SORACOM Arc Service according to Section 5.3, 5.4, or 5.1(c), the Subscriber shall bear the obligation to pay the basic fee and additional function fee to SORACOM.

13.3   Method of Payment

The Subscriber shall pay the Service Fees and any other fees to be paid to SORACOM under this Agreement with credit card (VISA, MasterCard and AMEX (American Express)).

13.4   Interest for Delay

If the Subscriber does not pay the Service Fees or any other payment (excluding interest for delay) under the Agreement by the due date of payment, the Subscriber shall, with respect to the period commencing from the day immediately after the due date of payment to the day before the day when the payment is made, pay the amount of money obtained by multiplying the such unpaid amount by 14.6% per annum (prorated on the basis of a 365-day year). However, if the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), the interest for delayed payment will be calculated in accordance with the applicable and mandatory legislation on interest rates.

13.5   Acceleration

If any of the following events occur, the Service Fees and any other payment to be made under the Agreement shall become due and payable, and in such case the Subscriber shall pay such payment to SORACOM immediately. Unless the following event is resolved, upon request of SORACOM, the Subscriber shall immediately perform the above payment obligations.

(i)   If SORACOM deems that the Subscriber is insolvent;

(ii)   If a procedure of bankruptcy, company reorganization, civil rehabilitation and other insolvency procedure based on laws and regulations is commenced against the Subscriber;

(iii)   If a bill or check issued by the Subscriber is dishonored;

(iv)   If an order or notice of provisional attachment, provisional disposition, provisional disposition for provisional registration, preservative attachment, attachment, compulsory execution, preservative disposition, petition of auction sale or disposition for nonpayment of tax and public charges has been issued with respect to the assets owned by the Subscriber;

(v)   If a supervisory authority cancels the registration or notification necessary for Subscriber's telecommunications business;

(vi)   If the Subscriber discontinues the whole of its telecommunication business;

(vii)   If the Subscriber ceases to exist; or

(viii)   If any event that significantly impedes the Subscriber' business occurs.

ARTICLE 14.
MAINTENANCE

14.1   Repair, Recovery and Service

(a)   If the telecommunication equipment or system installed by SORACOM breaks down or is lost, SORACOM shall repair or replace such equipment or system promptly. Provided, however, that SORACOM has no obligation to perform such repair or replacement within 24 hours.

(b)   If SORACOM repairs or replaces the telecommunication equipment or system installed by SORACOM, SORACOM may change the Subscriber ID.

(c)   If the Subscriber reports an error, and it turns out that there are no mistakes in SORACOM's systems or network or service, or the fault lies in the Subscriber equipment or internal networks under, the Subscriber is required to cover SORACOM's expenses related to such error detection.

(d)   If the Subscriber requires support regarding technical or account/billing related inquiries, the Subscriber may contact SORACOM online by using the "Support"-function in the Subscriber's SORACOM user console. Following a Subscriber's enquiry for support, SORACOM will attend to such enquiry as soon as possible.

ARTICLE 15.
INTELLECTUAL PROPERTY

15.1   Intellectual Property

The patent, utility model right, design right, copyright, knowhow and any other intellectual property, and the data of the demonstration experiment and any other data related to the SORACOM Arc Service, the SORACOM System, the SORACOM Information or the accessorial services thereof (including, but not limited to the Additional Functions prescribed in ARTICLE 20. The same shall apply hereinafter) belong to SORACOM. Nothing in this Agreement or the disclosure of information to the Subscriber by SORACOM in relation to the SORACOM Arc Service, the SORACOM System or the accessorial services thereof shall be construed, by implication, estoppel or otherwise in any sense, as a license, granting or transferring SORACOM's patent, utility model right, design right, copyright, knowhow or any other intellectual property to the Subscriber or any other third party.

ARTICLE 16.
DISCLAIMER OF WARRANTIES

16.1   Disclaimer of Warranties

(a)   THE SUBSCRIBER AGREES THAT THE SORACOM ARC SERVICE, THE SORACOM SYSTEM AND THE ACCESSORIAL SERVICES THEREOF PROVIDED ACCORDING TO THIS AGREEMENT SHALL BE PROVIDED ON AN "AS-IS" BASIS. TO THE EXTENT PERMITTED BY LAW, SORACOM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SORACOM ARC SERVICE, THE SORACOM SYSTEM OR THE ACCESSORIAL SERVICES

THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, CONSISTENCY OF SERVICE, NON-MISTAKE, NON- INFRINGEMENT OF THIRD PARTY'S RIGHT, FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE 17.
INDEMNIFICATION

17.1   Indemnification

SORACOM and the Subscriber shall, except as otherwise provided, indemnify the other party for all damages as a result of its own breach of the General Terms.

17.2   Limitation of Liability

(a)   If the SORACOM Arc Service, the SORACOM System, the SORACOM Information or the accessorial services thereof become unavailable due to any cause imputable to a third party (including but not limited to telecommunication carrier(s) or cloud provider(s)), SORACOM shall not bear any responsibility in relation to such matter.

(b)   If the SORACOM Arc Service becomes completely unavailable due to a cause imputable to SORACOM for a period of 24 hours or longer (the "**Unavailable Time**") commencing from the time when SORACOM recognizes the SORACOM Arc Service has reached such status, upon the Subscriber's request, SORACOM shall reduce the Service Fees according to the number of days obtained by dividing the Unavailable Time by 24 (rounding down decimals) from the Service Fees charged to such Subscriber, provided that, if the Subscriber does not request within three months after the date on which the Subscriber becomes aware of such Unavailable Time, SORACOM deems that such Subscriber waives the right to request such reduction.

(c)   In any case where SORACOM is liable to compensate the Subscriber for damage, SORACOM's liability shall not exceed the Service Fees of the month of in which the day falls when such damage occurs, and in no event shall SORACOM have any liability to the subscriber under or in connection with this agreement for:

> (i) loss of actual or anticipated income or profits;
> (ii) loss of goodwill or reputation;
> (iii) loss of anticipated cost savings;
> (iv) loss of data; or
> (v) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

(d)   Notwithstanding the provisions of the preceding paragraph, if the SORACOM Arc Service becomes unavailable due to a cause imputable to cloud provider, SORACOM will compensate the Subscriber for damage (limited to actual and ordinary damage, and excluding lost profit and indirect damages) up to the amount received from such cloud provider as compensation for such damage.

(e)   SORACOM shall not bear any responsibility for lost profits arising out of the use of the SORACOM Arc Service, costs incurred in relation to repair of any fault, request to repair any fault, or dealing with any inquiry in relation to any fault in the SORACOM Arc Service, or any complaints from the Subscriber's Customer or any other third party. The Subscriber shall not in any circumstance claim such lost profits or costs against SORACOM.

(f)   In the case where the Telecommunications Facility or system is repaired or recovered, there is a possibility that information stored in the Telecommunications Facility or system may be altered or lost. SORACOM shall not bear any responsibility for damages arising from such alteration or loss, provided, that, this shall not apply to any damage arising from SORACOM's willful misconduct or gross negligence.

ARTICLE 18.
PROCESSING OF PERSONAL DATA

(a)   SORACOM collects and processes personal data about the Subscriber, including name, e-mail, IP-address as well as data on data uses and billing data in order to provide SORACOM's service and other purposes such as billing.

(b)   By entering into this Agreement with SORACOM you explicitly consent to SORACOM processing personal data about you.

(c)   When providing the SORACOM Arc Service, SORACOM will process any data processed for the purpose of the conveyance of a communication on an electronic communications network or for the billing thereof ("**Traffic Data**") as a data controller for the following purposes: (i) to provide and maintain the services; (ii) to calculate the Services Fees payable by the Subscriber, including other accounting, tax and billing purposes; (iii) to identify, investigate and protect against fraud, threats and unlawful or wrongful use of the services; (iv) for internal use for development and improvement of the services; and / or (v) as required by applicable law.

(d)   Soracom may disclose Traffic Data: (i) if required by applicable law, court order, or any other statutory or supervisory authority; or (ii) to SORACOM affiliates or third parties that are lawfully sub-processing the Traffic Data in order for Soracom to deliver the services. Soracom will anonymize or delete Traffic Data when Soracom no longer requires it for the purposes set forth in Article 19(c).

(e)   The Subscriber can access additional information about the personal data that is processed by SORACOM in the policy on SORACOM's website (the "**Privacy Policy**"), https://www.soracom.io/privacy-policy-for-eu/. The Privacy Policy contains information on the purposes, legal basis for processing, recipients of personal data, data retention period and the rights of the Subscriber.

ARTICLE 19.
MISCELLANEOUS

19.1   Posting this Agreement

SORACOM will post the latest General Terms on SORACOM's website.

19.2   Force Majeure

No delay, failure or default in performance of any obligations in this Agreement shall constitute a breach of this Agreement, to the extent that such failure to perform, delay or default arises out of a cause beyond the control of and without the negligence of the party otherwise chargeable with failure, delay or default, including but not limited to action or inaction of governmental, civil or military authorities, fire, strike, lockouts or other labor dispute, flood, war, riots, earthquake, natural disaster, breakdown of public common carrier or communications facilities; computer malfunction.

19.3   Terminating and rejecting relations with Anti-social Forces

Subscriber acknowledges and agrees that, since SORACOM affiliates are Japanese companies, SORACOM must comply with the relevant rules, regulations and standards which purport to eliminate any relationship with "Anti-Social Forces" (meaning violent gangs, yakuza, mafia or other violent, blackmailing, or intimidatory groups or people who for political, religious or other ideological or economic purposes engage in anti-social activities or behavior including, but not limited to "Organized Crime Groups" or "Organized Crime Group Members" (as respectively defined in Article 2, items (ii) and (vi) of the Prevention of Unjust Acts by Organized Crime Group Members Act of Japan. The same shall apply hereafter.). As a part of such compliance, Subscriber shall ensure that at all times it and its officers, employees and any shareholders in the Subscriber:

      (i)   do not and will not have any relationship or connection with any Anti-Social Forces;

      (ii)   are not and will not become involved in any financial dealings with or provide any financial assistance to any Anti-Social Forces for any reason whatsoever; and/or

      (iii)   do not and will not employ, hire or otherwise engage any person who is a member of any Anti-Social Force or appoint such person to any directorship or officer position.

19.4   Severability

If any provision in this Agreement is found to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if not feasible.

19.5   Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in London by the London Court of International Arbitration ("**LCIA**"). LCIA will apply the rules in force when the application for arbitration is submitted. SORACOM and the Subscriber will appoint 1 arbitrator each. LCIA will appoint 1 additional arbitrator who will be chairman of the arbitration tribunal. If either SORACOM or the Subscriber fails to appoint an arbitrator no later than 30 days after submitting an application for arbitration or receiving notice of arbitration, LCIA will also appoint that arbitrator. The arbitration proceedings will take place in London, the United Kingdom, and the language of the proceedings will be English.

19.6   Governing law

The General Terms and the Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. However, the conflict of laws rules must be disregarded to the extent that such rules are non-mandatory.

ARTICLE 20.
ADDITIONAL FUNCTIONS

20.1   General Principle

      (a)   Only in the cases expressly stated in Section 17.2 shall SORACOM indemnify the Subscriber for damages regarding the additional services and functions

described in this ARTICLE 20 ("Additional Functions") subject to Section 17.2. SORACOM shall not bear any responsibility in relation to changed or missing telecommunication content, system malfunction or any dispute between the Subscriber and any third party.

(b)   The Subscriber shall use the Additional Functions described in this ARTICLE 21 according to the method of use and other service provision conditions posted by SORACOM on the SORACOM Site.

20.2   SORACOM Beam Service

(a)   "**SORACOM Beam Service**" shall mean the service to encrypt the telecommunication and change the data destination from SORACOM to the destination designated by the Subscriber according to Subscriber's request.

(b)   In the case that the Subscriber uses the SORACOM Arc Service, the Subscriber may use the SORACOM Beam Service.

20.3   Metadata Service Function

(a)   The Subscriber may use the SORACOM Arc Service to acquire the IMEI of the terminal using the SORACOM Arc Service and acquire and update information of the usage status of such terminal for the SORACOM Arc Service (such service, the "**Metadata Service Function**").

(b)   Before using the Metadata Service Function, the Subscriber shall obtain Subscriber's Customer's consent to do so.

20.4   Private Network Services

(a)   The Subscriber may use the Private Network Services (a generic term used to refer to SORACOM Canal Service, SORACOM Direct Service, SORACOM Door Service, VPG Type-E Service, VPG Type-F Service, SORACOM Gate Service and SORACOM Junction Service) in combination with the SORACOM Arc Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the Private Network Services.

(b)   The Subscriber shall use the SORACOM Canal Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the Private Network Service) posted by SORACOM on the SORACOM Site.

20.5   SORACOM Endorse Service

(a)   "**SORACOM Endorse Service**" shall mean the service to provide the Subscriber with the authentication information of the terminal using the SORACOM Arc if the Subscriber requests such information.

(b)   In the case that the Subscriber uses the SORACOM Arc Service, the Subscriber may use the SORACOM Endorse Service.

(c)   Before using the SORACOM Endorse Service, the Subscriber shall obtain Subscriber's Customer's consent to do so.

20.6   SORACOM Funnel Service

(a)   "**SORACOM Funnel Service**" shall mean the service to change the data destination from SORACOM to the address on a cloud account designated by the Subscriber if the Subscriber requests SORACOM make such change to the data destination.

(b)   In the case that the Subscriber uses the SORACOM Arc Service, the Subscriber may use the SORACOM Funnel Service.

20.7   SORACOM Funk Service

(a)   "**SORACOM Funk Service**" shall mean the service that links the IoT device to the cloud function designated by the Subscriber.

(b)   In the case that the Subscriber uses the SORACOM Arc Service, the Subscriber may use the SORACOM Funk Service.

20.8   SORACOM Harvest Service

(a)   The Subscriber may use the SORACOM Harvest Service in combination with the SORACOM Arc Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Air Harvest option.

(b)   The Subscriber shall use the SORACOM Harvest Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the logging service) posted by SORACOM on the SORACOM web site.

20.9   SORACOM Inventory Service

(a)   The Subscriber may use the SORACOM Inventory Service in combination with the SORACOM Arc Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Inventory.

(b)   The Subscriber shall use the SORACOM Inventory Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the logging service) posted by SORACOM on the SORACOM web site.

20.10   SORACOM Krypton Service

(a)   "**SORACOM Krypton Service**" shall mean the service to support secure provisioning.

(b)   In the case that the Subscriber uses the SORACOM Arc Service, the Subscriber may use the SORACOM Krypton Service.

20.11   SORACOM Lagoon Service

(a) The Subscriber may use the SORACOM Lagoon Service in combination with the SORACOM Arc Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Lagoon.

(b) The Subscriber shall use the SORACOM Lagoon Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the dashboard and data visualization service) posted by SORACOM on the SORACOM web site.

20.12 SORACOM Napter Service

(a) "**SORACOM Napter Service**" shall mean the service that enables remote access to the terminal using the SORACOM Arc upon request from the Subscriber.

(b) In the case that the Subscriber uses the SORACOM Arc Service, the Subscriber may use the SORACOM Napter Service.

(c) Before using the SORACOM Napter Service, the Subscriber shall obtain Subscriber's Customer's consent to do so.

20.13 SORACOM Orbit Service

The Subscriber may use, in combination with the SORACOM Arc Service, the SORACOM Orbit Service, which allows Subscriber to run data processing programs on the communication path between the device and the cloud server. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Orbit Service.

20.14 Audit Logs

The Subscriber may use, in combination with the SORACOM Arc Service, the Audit Logs Feature, which allows Subscriber to check the history of logins and API calls.

20.15 Device Ping

The Subscriber may use, in combination with the SORACOM Arc Service, the Device Ping, which helps Subscriber to check communication to its devices.

20.16 Coupon

(a) The Subscriber may pay the Service Fees by purchasing or receiving the amount of money frames which the Subscriber can use SORACOM Arc Service (such money frames, the "**Coupon**") and registering such Coupon on the SORACOM System instead of the payment pursuant to 13.3

(b) The Subscriber may register up to two Coupons monthly.

(c) SORACOM will apply the Coupon on a monthly basis. The Free Tier will take precedence over the Coupon.

(d) The Subscriber may confirm the application record of the Coupon on the SORACOM System.

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(e)	The Subscriber shall not assign the Coupon after the Subscriber registers the Coupon through the SORACOM System.

(f)	SORACOM will not refund, convert into money and reissue the Coupon for any reasons.

Service Fees

General Provisions

1.   SORACOM will calculate the Service Fees for each period from 0:00 (UTC) on the first day of every month to 23:59 (UTC) on the last day of the every month.

2.   SORACOM will calculate the Service Fees charged per day for the period from 0:00 am (UTC) each day to 23:59 (UTC) on the next day.

3.   If the period when the Subscriber starts a telecommunication or session is different from the period when the Subscriber finishes such telecommunication or session, SORACOM may calculate the fee to be charged by a method specified by SORACOM separately.

4.   Notwithstanding the provisions of the preceding paragraph, if SORACOM determines it necessary in its sole discretion, SORACOM may calculate the Service Fees based on a different period.

5.   SORACOM will round up fractions less than 0.01USD resulting from the Service Fees calculation.

6.   If the monthly Service Fees is less than 0.5USD or there are unavoidable reasons which impact on the conduct of SORACOM's business, SORACOM may require the Subscriber to pay an amount as the Service Fees that equals the sum of more than two months total of Service Fees on or before the day designated by SORACOM. If the monthly Service Fees is less than 0.5USD, SORACOM may round up fractions less than 0.5USD.

7.   The Service Fees charged by SORACOM does not include any taxes, duties or other government charges.

8.   SORACOM will always make available the current price lists on its website: https://developers.soracom.io/en/docs/reference/fees/.

9.   The Subscriber may choose between invoices based on service categories or invoices with detailed information on fees for actual data usage. Both types of invoices can be retrieved by the Subscriber via the Subscriber's SORACOM user console according to the instructions on SORACOM's website:https://developers.soracom.io/en/docs/account/billing/.

1. SORACOM Arc Service Basic Fee

<div align="right">per one VSIM</div>

	Fee
When added to a SORACOM Air Global SIM	0.5 USD
On a standalone basis without being coupled with a SORACOM Air Global SIM	0.8 USD

2. Data Usage Fee

SORACOM will apply the following charge according to the amount of data to be charged (calculated as the sum of uplink and downlink) measured in accordance with Section 10.1 of these General Terms. Data Usage Fee up to 1GB will be included in the Basic Fee. Fractions of less than 1GB will be rounded up.

<div align="right">per one VSIM</div>

	Fee
SORACOM Arc Data Usage Fee	0.2 USD/GB

3. Additional Function Fee

For the SORACOM Arc Additional Function Fee, please consult the Schedule 1 Service Fee in the General Terms and Conditions for SORACOM Air Global Service. Furthermore, some Additional Functions cannot be used with the SORACOM Arc Service, including the SMS Function, Custom DNS Function, Terminal Data Acquisition Function, CHAP Authentication Function, SORACOM Peek for SIM and Connectivity Diagnostics. For that reason, these Additional Functions found in the General Terms and Conditions for SORACOM Air Global Service are not applicable to the SORACOM Arc Service.

4. Procedure Fee

Type	Fee	Timing of incurrence
Initial Handling Fee	0.5 USD per one VSIM	When Subscriber creates a VSIM.

5. Free Tier

While the Subscriber holds a SORACOM Account, SORACOM will deduct the following fees ("SORACOM Arc Free Tier") per account from the monthly SORACOM Arc Service Fee (Basic Fee and Data Usage Fee). However, any unused portion of the SORACOM Arc Free Tier remaining at the end of the month will not carry over to subsequent months.

- Basic Fee for one Virtual SIM / Subscriber

- 1GB of transmitted data

Additionally, SORACOM will waive the Initial Handling Fee one time for a single Virtual SIM / Subscriber.

Model withdrawal form for Subscribers that are consumers (i.e. a natural person acting for purposes outside of his/her trade or profession)

(complete and return this form only if you wish to withdraw from the contract)

- To SORACOM CORPORATION, LTD., 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH, registered under company number 12311887:

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale for the following provision of the following service,

- Ordered on (*)/received on (*),

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(*) Delete as appropriate.